

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: September 24, 2010



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

6 Mark S. Bosco
7 State Bar No. 010167
Leonard J. McDonald
8 State Bar No. 014228
Attorneys for Movant

9 10-24238

10 **IN THE UNITED STATES BANKRUPTCY COURT**

11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 No. 2:10-BK-26177-RTBP

14 Kymberly Lynda Stanoff
15 Debtor.

Chapter 7

16 Wells Fargo Bank, N.A.
17 Movant,

ORDER

vs.

18 Kymberly Lynda Stanoff, Debtor, Lawrence J.
19 Warfield, Trustee.

(Related to Docket #7)

20 Respondents.

21
22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

26

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated June 27, 2005 and recorded in the office of the
3 Alameda County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Kymberly
4 Lynda Stanoff has an interest in, further described as:

5 Real property in the City of Dublin, County of Alameda, State of California, described as follows:
6 PARCEL ONE:

7 An undivided 1/56th interest as a tenant in common in and to Lot 150, Tract 5511, filed
8 September 19, 1985, 1"lap Book 153, Page 48, Alameda County Records, being also al! of Tract
9 5826, filed 1"larch 29, 1988, Map Book 175, Page 55, Alameda County Records.

10 EXCEPTING THEREFROM the following:

11 A) All of the Condominium Units as shown on the Condominium Plan, recorded May 9, 2005 as
12 Series No. 2005182328, Official Records.

13 B) The exclusive right to use all those common areas designated as Parking Exclusive Use areas
14 (PS-) a~d/or Carport Exclusive Use Area (CP-) as shown on the Condominium Plan referred to
15 above.

16 C) Non-exclusive for access, ingress and egress over all of the Common Area, which is to be
17 reserved as Exclusive Use Areas

18 PARCEL TWO:

19 Unit R-21 as shown on the Condominium Plan referred to in Parcel One above.

20 PARCEL THREE:

21 The exclusive right to use those areas as "Exclusive Use Area" Parking Spaces, identified by the
22 letters "PS" (Parking Space) or "CP" (Carport) followed by its respective unit number, as shown
23 on the Condominium Plan referred in Parcel One above.

24 PARCEL FOUR:

25 Non-exclusive easements for access, ingress and egress over all of the Common Property which
26 is not now or hereafter reserved as Exclusive Use Areas of Tract 5511, as set forth in the First
Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations
of Easements for Cross Creek recorded April 6, 2005, Series No. 2005134237, Official Records.

27 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
28 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
29 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
30 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
31 Debtor if Debtor's personal liability is discharged in this bankruptcy case.

32 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
33 to which the Debtor may convert.